Bid pack attachment 5: Order Form



Further competition under Lot 2b of Facilities Management & Workplace Services RM6232

**Attachment 5 - Order Form**

**Order Form**

CALL-OFF REFERENCE: Alpha Academies Trust – OPP 38353

THE BUYER: Alpha Academies Trust

BUYER ADDRESS Discovery Drive, Bentilee, Stoke-on-Trent ST2 0GA

THE SUPPLIER: EQUANS Services Limited

SUPPLIER ADDRESS: Shared Services Centre, Q3 Office, Benton Lane, Newcastle Upon Tyne NE12 8EX

REGISTRATION NUMBER: 00598379

DUNS NUMBER:       22-507-2453

SID4GOV ID: 211949

The Deliverables shall also be provided for the benefit of the following Cluster Members:

| Name of Cluster Member | Services to be provided | Duration | Special Terms |
| --- | --- | --- | --- |
| Discovery Academy  Discovery Drive  Bentilee  Stoke-on-Trent  ST2 0GA | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Eaton Park Academy  Arbourfield Drive  Bucknall  Stoke-on-Trent  ST2 9PF | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Excel Academy  Milton Road  Sneyd Green  Stoke-on-Trent  ST1 6LG | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Holden Lane Academy  Ralph Drive  Sneyd Green  Stoke-on-Trent  ST1 6JS | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Maple Academy  Beverley Drive  Bentilee  Stoke-on-Trent  ST2 0QD | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Sneyd Academy  Sneyd Street  Sneyd Green  Stoke-on-Trent  ST6 2NS | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Alexandra Juniors  Meir Road  Normacot  Stoke-on-Trent  ST3 7JG | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Alexandra Infant  Melville Road  Normacot  Stoke-on-Trent  ST3 4PZ | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Moorpark Junior  Park Road  Burslem  Stoke-on-Trent  ST6 1EL | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Jackfield Infant  Jackfield Street  Burslem  Stoke-on-Trent  ST6 1ET | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| The Willows Primary  Greatbach Avenue  Stoke-on-Trent  ST4 7JY | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| St Mary's CE Primary School  Ladywell Road  Tunstall  Stoke-on-Trent  ST6 5DE | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| St John's CE (A)  Wheatley Ave  Trent Vale  ST4 6SB | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Sutherland Primary Academy  Beaconsfield Drive  Blurton  Stoke-on-Trent  ST3 3DY | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| New Ford Primary Academy  Brownley Road  Smallthorne  Stoke-on-Trent  ST6 1PY | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Sandford Hill Primary School  Clayfield Grove  Longton  Stoke-on-Trent  ST3 5AQ | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |
| Hillside Primary School Field Avenue Baddeley Green Stoke-on-Trent  ST2 7AS | Hard FM Services under Lot 2b of RM6232 | Three years with an option to extend for a further Two years on a ‘one year +one year option | N/A |

APPLICABLE FRAMEWORK CONTRACT**:**

This Order Form is for the provision of the Call-Off Deliverables and dated

It’s issued under the Framework Contract with the reference number RM6232 Facilities Management and Workplace Services for the provision of Hard FM services

CALL-OFF

This Call-Off Contract is in relation to the following Lot (please select)

| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| --- | --- | --- |
| 1a |  | ISO 9001, ISO 14001, Cyber Essentials |
| 1b |  | ISO 9001, ISO 14001 , Cyber Essentials |
| 1c |  | ISO 9001, ISO 14001, ISO 27001, Cyber Essentials |
| 2b | X | ISO 9001, ISO 14001, Cyber Essentials |
| 2b |  | ISO 9001, ISO 14001, Cyber Essentials |
| 2c |  | ISO 9001, ISO 14001, ISO 27001, Cyber Essentials |
| 3a |  | ISO 9001, ISO 14001, Cyber Essentials |
| 3b |  | ISO 9001, ISO 14001, Cyber Essentials |
| 3c |  | ISO 9001, ISO 14001, ISO 27001, Cyber Essentials |

**CALL-OFF INCORPORATED TERMS**

The following terms shall apply to the Call-Off Contract:

**Tick ONE box** to apply the appropriate terms to the Call-Off Contract

| **Contract Type** | **Tick to apply applicable terms:** |
| --- | --- |
| Annex A – CCS Public Sector Contract (PSC) Core Terms and Schedules | X |
| Annex B – NEC3 Terms | ☐ |
| Annex C – NEC4 Terms | ☐ |

Where a box is **not** ticked above, that annex (and the terms specified therein) shall **not** apply to the Call-Off Contract unless otherwise specified in the Annex.

**ANNEX A**

**Public Sector Contract**

The following documents are incorporated into this Call Off Contract. Where numbers are missing, we are not using those schedules. In the event of any inconsistencies or if the documents conflict, the following order of precedence applies:

1. The Order Form including the relevant Call-Off Special Terms, but excluding Annexes B and C of the Order Form;
2. Joint Schedule 1 (Definitions and Interpretation) RM6232
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* Joint Schedules for      **RM6232**
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)

* Call-Off Schedules for **RM6232** 
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 12 (Clustering)
  + Call-Off Schedule 13 (Mobilisation Plan and Testing)
  + Call-Off Schedule 14 (Key Performance Indicators)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 25 (Billable Works and Projects)
  + Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
  + Call-Off Schedule 27 – (Accessed Contracts)

1. CCS PSC Core Terms (Version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-Off Schedule 4 (Call-Off Tender)
4. Appendix 1 - Request to Draw Down Deliverables

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

 None

EFFECTIVE DATE: 26th October 2025

DATE THE CONTRACT PERIOD COMMENCES: 26th October 2025

MOBILISATION PERIOD: 25th October 2025

DATE CONTRACT YEAR 1 COMMENCES: 26th October 2025

CALL-OFF EXPIRY DATE: 26/10/2028

CALL OFF OPTIONAL EXTENSION PERIOD 1: 26/10/2029

CALL-OFF OPTIONAL EXTENSION PERIOD 2: 26/10/2030

TOTAL MAXIMUM CONTRACT PERIOD 6th June 2025 to 25th October 2028

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The estimated charges for the initial three-year period, used to determine the contract liability, amount to £1,083,172.

DRAWN DOWN DELIVERABLES:

Not Applicable

CALL-OFF CHARGES

The Call-Off Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing Details) on the basis of [fixed prices][target costs] and shall be calculated by reference to the [fixed price pricing matrix][target cost pricing matrix] set out below: [insert the winning suppliers pricing matrix for reference]. The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

1. Indexation;
2. Specific Change in Law;
3. Benchmarking undertaken in accordance with Call-Off Schedule 16 (benchmarking)
4. Call-Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms)

PAYMENT METHOD

**Redacted under FOIA section 40, Personal Information**

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index indexation shall only apply from 26th October 2026 and shall be applied on every yearly anniversary of 26th October

Indexation shall be applied to the Baseline Monthly Payment and hourly rate of billable works

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

Not Applicable

INCLUSIVE REPAIR THRESHOLD

Not Applicable

BILLABLE WORKS

The estimated total value range for Billable Works shall be as set out below:

| **Tier** | **Estimated total value range** |
| --- | --- |
| Tier One Billable Works | [£1001 - £5000] |
| Tier Two Billable Works | [£5001 - £10,000] |
| Tier Three Billable Works | [£10,001 - £25,000] |
| Tier Four Billable Works | [Above £25,000] |

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: £1,000 + vat

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows:

Failure of services or equipment that would result in building closure if remedial works were not carried out immediately and no temporary alternatives were available or feasible. Including, but not limited to:

* Loss of heating resulting in occupied room temperatures being below 18c
* Loss of electrical power to either the whole site or critical operational areas
* Loss of water
* Water ingress through the building fabric
* Loss of numerous toilet and hand wash facilities

WARRANTY

As per 3.1.2 of the Core Terms (90 Days)

CYBER ESSENTIALS

Basic

BUYER’S AUTHORISED REPRESENTATIVE**:**

**Redacted under FOIA section 40, Personal Information**

BUYER NOTICES

**Redacted under FOIA section 40, Personal Information**

BUYER SECURITY REPRESENTATIVE

**Redacted under FOIA section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

Appended at Call-Off Special Schedule:

RM6232-Attachement-3-Annex-E-Alpha Academies Trust Environmental Recycling and Waste Management Policy

BUYER’S SECURITY POLICY

Appended at Call-Off Schedule

SUPPLIER’S AUTHORISED REPRESENTATIVE

**Redacted under FOIA section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**Redacted under FOIA section 40, Personal Information**

PROGRESS REPORT FREQUENCY**:**

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY ROLES/STAFF:

Not Applicable

KEY SUBCONTRACTORS:

Not Applicable

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION**:**

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SERVICE PERIOD:

Not Applicable

KPI CREDITS, AT RISK % AND EARN BACK%:

Not Applicable

CONCESSION:

Not Applicable

COLLATERAL WARRANTIES

Not Applicable

PERFORMANCE BOND

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Tender

**COUNTERPARTS**

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter

| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| --- | --- | --- | --- |
| **Redacted under FOIA section 40, Personal Information** |  | **Redacted under FOIA section 40, Personal Information** |  |
| **Redacted under FOIA section 40, Personal Information** |  | **Redacted under FOIA section 40, Personal Information** |  |
| **Redacted under FOIA section 40, Personal Information** |  | **Redacted under FOIA section 40, Personal Information** |  |
| **Redacted under FOIA section 40, Personal Information** |  | **Redacted under FOIA section 40, Personal Information** |  |

**APPENDIX 1 –**

**Request to Draw Down Deliverables**

**PARTIES**

**Redacted under FOIA section 40, Personal Information**

1. **ToRedacted under FOIA section 40, Personal Information**

**Date: [**Day/Month/Year]

This Request for [insert Deliverables required] form, when signed by both Parties, forms the agreement of the SUPPLIER to support the Buyer in providing Services for [insert Contract name]

The Buyer requires the following Services as specified in the Specification and associated Annexes, and as per the prices provided by the Supplier in the Price Matrix of the [insert Contract name]. The Services are being drawn down as per the Drawn Down Deliverables process detailed in the Order Form.

The Services are required at the following locations:-

[insert locations]

Any additional Services required by the Buyer outside of the Services listed below shall be agreed as per the variation process as stated within the Core Terms.

 [insert any other relevant details of drawn down deliverables]

Signed by:

Buyer

| Signed |  |
| --- | --- |
| Print Name |  |
| Role |  |
| Organisation |  |
| Date |  |

Supplier

| Signed |  |
| --- | --- |
| Print Name |  |
| Role |  |
| Organisation |  |
| Date |  |